

1 JOSEPHINE BINETTI McPEAK
2 Nevada Bar No. 7994
3 RORY T. KAY
4 Nevada Bar No. 12416
5 McDONALD CARANO WILSON LLP
6 2300 West Sahara Avenue, Suite 1200
7 Las Vegas, NV 89102
8 Telephone: 702.873.4100
9 Facsimile: 702.873.9966
10 E-mail: jmcpeak@mcdonaldcarano.com
11 rkay@mcdonaldcarano.com

12 *Attorneys for Plaintiff James Truhe*

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 JAMES TRUHE, an individual,

16 Plaintiff,

17 v.

18 GARY S. LEE, an individual,

19 Defendant.

20 GARY S. LEE, an individual,

21 Counterclaimant,

22 v.

23 JAMES TRUHE, an individual,

24 Cross-Defendants.

25 GARY S. LEE, an individual,

26 Crossclaimant,

27 v.

28 BRAD LANE, an individual; PALM TREE
29 ADVISORS, LLC, a California limited liability
30 company; JEREMY AKERS, an individual;
31 BILL BUTIER, and individual; DOES I
32 through X, inclusive; and ROE BUSINESS
33 ENTITIES I through X, inclusive,

34 Cross-Defendants.

1 IT IS HEREBY STIPULATED AND AGREED, by and among plaintiff James Truhe
2 ("Truhe" or "Plaintiff"), on one hand, and defendant Gary S. Lee ("Lee" or "Defendant"), on the
3 other hand, through their respective undersigned counsel, as follows:

4 1. Defendant has entered into a settlement agreement (the "Settlement Agreement")
5 with Truhe in connection with litigation filed in the United States District Court, District of
6 Nevada, entitled James Truhe v. Gary S. Lee, et al., and bearing Case No.: 2:14-cv-00457-JAD-
7 GWF (the "Litigation").

8 2. Pursuant to the Settlement Agreement, none of the Parties admits to any liability or
9 fault in connection with any of the claims asserted in the Litigation.

10 3. Truhe agrees not to file this Stipulated Judgment or in any way try to collect on
11 this Stipulated Judgment unless and until Defendant breaches any of the terms of the Settlement
12 Agreement. In the event that Defendant satisfies each of his obligations arising under the
13 Settlement Agreement, Truhe will immediately return this Stipulated Judgment to Defendant, and
14 the Stipulated Judgment will be cancelled, as all obligations owing to Truhe will have been
15 satisfied.

16 4. In the event that Defendant does not make the agreed-upon payments, Defendant
17 admits that: (1) he has breached the payment obligations set forth in the Settlement Agreement;
18 (2) he does not have any defenses for his breach of the Settlement Agreement; and (3) Truhe is
19 entitled to immediately file this Stipulated Judgment and seek execution thereon.

20 5. Defendant consents to, authorizes, and directs entry of judgment in favor of Truhe
21 and against Defendant in the sum of Three Hundred Thousand Dollars and No Cents
22 (\$300,000.00), plus interest at a rate equal to the prime rate at the largest bank in Nevada as
23 ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may
24 be, immediately preceding the date of judgment plus 2 percent. Interest shall run from the date
25 the Court enters the judgment until paid in full, and together with all attorneys' fees and costs
26 incurred by Truhe after filing the judgment in connection with his collection efforts until paid in
27 full.

28

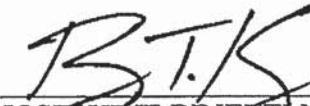
1 6. Defendant further consents to, authorizes, and directs entry of judgment in favor of
2 Truhe and against Defendant for all reasonable attorneys' fees and all costs incurred by Truhe
3 after the Court enters judgment in connection with collecting the amounts set forth in paragraph
4 5, above, plus interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained
5 by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be,
6 immediately preceding the date of judgment plus 2 percent, until paid in full.

7 7. The undersigned represent and warrant that they are duly authorized to execute
8 and deliver this Stipulated Judgment, that they have the power to do so, and that this Stipulated
9 Judgment has been duly executed and delivered by them.

10 8. No just reason exists for delaying entry of this Judgment.

11 12 DATED this 7th day of April, 2015.

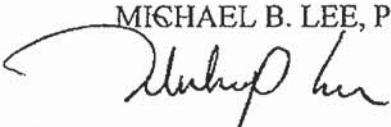
13 14 McDONALD CARANO WILSON LLP

15 16 
17 JOSEPHINE BINETTI McPEAK, ESQ. (#7994)
RORY T. KAY, ESQ. (#12416)
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

18 19 Attorneys for Plaintiff James Truhe

11 12 DATED this 7 day of April, 2015.

13 14 MICHAEL B. LEE, P.C.

15 16 
17 MICHAEL B. LEE, ESQ. (#10122)
2000 S. Eastern Avenue
Las Vegas, Nevada 89104

18 19 Attorney for Defendants Gary S. Lee

21 22 **JUDGMENT**

23 Having reviewed the pleadings and papers on file herein, and good cause appearing
24 therefor, the Court hereby finds and/or concludes those matters set forth in paragraphs 1 through
25 8, above, and hereby Orders, Adjudges, and Decrees as follows:

26 27 A. Truhe shall have and recover, and is hereby awarded, from and against Defendant
28 the principal sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00), plus interest

1 at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner
2 of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the
3 date of judgment plus 2 percent. Interest shall run from the date the Court enters this judgment
4 until paid in full, and together with all attorneys' fees and costs incurred by Truhe after filing the
5 judgment in connection with his collection efforts until paid in full.
6

7 B.

8 Truhe shall have and recover, and is hereby awarded, from and against Defendant all reasonable
9 attorneys' fees and all costs, as may be determined by the Court upon application by Truhe,
10 incurred by Truhe after entry of this judgment in connection with collecting the amounts set forth
11 in paragraph A, above, plus interest at a rate equal to the prime rate at the largest bank in Nevada
12 as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case
13 may be, immediately preceding the date of judgment plus 2 percent, until paid in full.
14

15
16 No just reason existing for delay in the entry of this Judgment, and pursuant to Fed. R. Civ. P.
17 54(b), the Court hereby certifies this judgment, and directs immediate entry of this Judgment.
18

19]Dated: October 27, 2015.
20

21 
22

23 UNITED STATES DISTRICT JUDGE
24
25
26
27
28